



# The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

No. DEC 11 1984

Date ..... December 6, 1984

10.00

RECORDATION NO. 7165-A Filed 1485

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

DEC 11 1984 - 11 50 AM - 346A117

INTERSTATE COMMERCE COMMISSION

Re: Conditional Sale Agreement dated as of August 14, 1973  
by and between Toledo, Peoria and Western Railroad  
Company and Pullman-Standard, a Division of  
Pullman Incorporated

Dear Secretary:

Enclosed herewith please find an original, one counterpart  
and five additional copies of the document described below to be  
recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is the Agreement of Termination and Release,  
dated as of December 31, 1983, relating to the above  
Conditional Sale Agreement, dated as of August 14, 1973.

That Conditional Sale Agreement is one of the primary  
documents to which this agreement is connected and is recorded  
under Recordation No. 7165.

The names and addresses of the parties to this document  
are:

The Conditional Sale Vendor:

Pullman-Standard, a Division of Pullman Incorporated  
200 South Michigan Avenue  
Chicago, Illinois 60604

The Company, as Purchaser:

Toledo, Peoria and Western Railroad Company  
2000 East Washington Street  
East Peoria, Illinois 61611

The Assignee:

Commercial National Bank of Peoria  
301 Southwest Adams  
Peoria, Illinois 61631

The equipment covered by the Conditional Sale Agreement is  
described on the bill of sale attached hereto as Attachment 1.

TOP SECRET  
DEC 11 11 43 PM '84  
HOLLYWOOD, ILL.

Mr. James H. Bayne  
Page 2  
December 6, 1984

A check in the amount of \$10 is also enclosed in payment of the Commission's prescribed recordation fee. Please return the original and the copies not needed by the Commission for recordation to me, which I would like to have returned bearing the recordation information.

A short summary of the document to appear in the index is as follows:

The Agreement of Termination and Release, dated as of December 31, 1983, relating to the Conditional Sale Agreement, dated as of August 14, 1973, by and among Toledo, Peoria and Western Railroad Company and Commercial National Bank of Peoria, as Assignee of the Conditional Sale Vendor, terminates the Conditional Sale Agreement by virtue of fulfillment thereof and payment of all amounts to be paid thereunder and provides for, and by bill of sale attached thereto effects, the transfer of title to the subject equipment to Toledo, Peoria and Western Railroad Company in accordance with the terms thereof.

Very truly yours,



Gus Svolos  
Vice President-Law

JQG/LBM/lgd

Enclosures

RECORDED 1

BILL OF SALE

COMMERCIAL NATIONAL BANK OF PEORIA, an Illinois banking corporation (herein called the "Assignee") and the Assignee under an Agreement and Assignment dated as of August 14, 1973, by which agreement PULLMAN-STANDARD, A DIVISION OF PULLMAN INCORPORATED (the "Builder") assigned and transferred to Assignee certain of Builder's rights, titles and interests in and to the Conditional Sale Agreement dated as of August 14, 1973 (the "Agreement") between the Builder and TOLEDO, PEORIA & WESTERN RAILROAD COMPANY (the "Railroad"), the legal owner and holder of all right, title and interest in and to the after-described railroad equipment ("Equipment"); subject, however, to the provision of the Agreement that all right, title and interest in and to the Equipment shall pass to the Railroad upon the Railroad's payment of the full Purchase Price of the Equipment, all interest on such Purchase Price and all other payments, if any, that may be due by the Railroad under that Agreement and the Railroad's performance of all of its covenants and conditions therein contained. As the Railroad has made all payments and performed all covenants and conditions required in the Agreement, the Assignee, does, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, hereby grant, bargain, sell, transfer and set over unto the Railroad, its successors and assigns, the following described Equipment AS IS, WHERE IS:

<u>Number of Units</u>	<u>Description</u>	<u>Railroad Car Numbers</u>
30	100-ton Triple Center Discharge Covered Hopper Cars of 4,750 cubic feet capacity, Pullman- Standard a Division of Pullman Incorporated	18,151 to 18,180

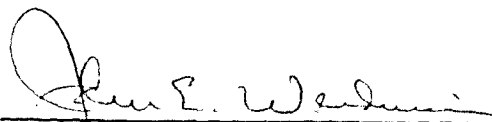
TO HAVE AND TO HOLD all and singular the above-described units of Equipment to the Railroad, its successors and assigns for its and their own use and behoof forever.

IN WITNESS WHEREOF, the Assignee has caused this instrument to be executed in its name by its officers thereunto duly authorized and its corporate seal to be hereunto affixed as of this 31st day of December, 1983.

COMMERCIAL NATIONAL BANK OF PEORIA,  
As Assignee

BY

Title:

  
Vice Pres.

Interstate Commerce Commission  
Washington, D.C. 20423

12/11/84

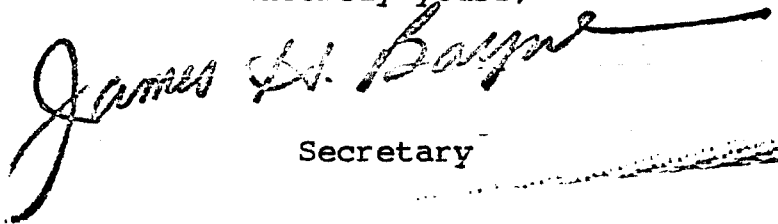
OFFICE OF THE SECRETARY

Gus Svolos  
Vice President-Law  
The Atchison, Topeka, & Santa Fe RYW. Co.  
80 E. Jackson Blvd.  
Chicago, Illinois 60604

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/11/84 at 11:50am and assigned re-  
recording number(s). 7165-A

Sincerely yours,

  
Secretary

Enclosure(s)

TERMINATION AND RELEASE

DEC 11 1984 - 11 30 AM

INTERSTATE COMMERCE COMMISSION  
This AGREEMENT is made and entered into as of this 31st day of December, 1983, by and between TOLEDO PEORIA & WESTERN RAILROAD COMPANY (the "Railroad") and Pullman-Standard, a Division of Pullman Incorporated (the "Builder"), under the Conditional Sale Agreement (the "CSA"), dated as of August 14, 1973, by and between the Builder and the Railroad and also under an Agreement and Assignment, dated as of the same date, by and between Commercial National Bank of Peoria (the "Assignee") and the Builder named in, and party to, the Conditional Sale Agreement, with the Railroad, whereby Builder assigned to the Assignee all of its rights under the CSA.

WITNESSETH

WHEREAS, the Railroad, by its payments of principal and interest, together with all prior payments under the CSA, has paid to the Assignee for the account of the Builder the full Purchase Price for all of the Equipment sold to the Railroad under the CSA, together with all interest thereon, and has also paid any and all other payments and has performed and satisfied all of the covenants, conditions and obligations on its part to be paid, performed and satisfied under the Conditional Sale Agreement and Agreement and Assignment;

WHEREAS, the Assignee has paid to the Builder all amounts payable to said Builder under the CSA and Agreement and Assignment, and has also paid to the Railroad all amounts to be paid by the Assignee to the Railroad pursuant to the CSA and Agreement and Assignment.

WHEREAS, pursuant to Paragraph 5 of the CSA, the title to and property interest in all of the Equipment under the CSA passes to and vests in, and has passed to and vested in, the Railroad upon the Railroad's full payment, performance and satisfaction as aforesaid and without further transfer or act by the Assignee, the Railroad or any other party; provided, however, that the Assignee upon request by the Railroad shall execute and deliver such bill or bills of sale for all of the Equipment transferring the title therein and property thereto to the Railroad free and clear of all liens, claims and encumbrances created by any act, default or omission of the Assignee and shall also execute for record or for filing in public offices such instrument or instruments in writing as may be necessary or appropriate in order then to make clear upon the public records the title of the Railroad to the Equipment;

WHEREAS, the Railroad hereby makes its Request that such bill or bills of sale and other instruments and documents be executed and delivered by the Assignee pursuant to Article 5 of the CSA, and the Railroad and the Assignee also wish hereby to confirm, document and evidence the termination of the CSA and Agreement and Assignment and to release the Equipment from, and to make the Railroad's title thereto clear upon, the public record.

NOW THEREFORE, the parties hereto agree as follows:

1. The Assignee confirms and agrees that the Railroad has paid to the Assignee for the account of the Builder all of the Purchase Price, together with all interest thereon, and has paid, performed and satisfied any and all other payments, covenants, conditions and obligations on the part of the Railroad to be paid, performed or satisfied under the CSA and Agreement and Assignment, both dated as of August 14, 1973.

2. The Assignee hereby represents and warrants that the Assignee has paid to the Railroad all amounts to be paid by the Assignee to the Railroad pursuant to the CSA and Agreement and Assignment. The Railroad hereby confirms receipt of the amount paid.

3. The Railroad and the Company confirm and agree that said CSA and Agreement and Assignment did terminate as of the close of business of December 31, 1983, except as to the terms and provisions of any of such agreements for which continuation after December 31, 1983, is necessary to give effect thereto.

4. The Assignee by execution and delivery of the attached bill of sale, the same being hereby requested by the Railroad, does evidence as of the close of business of December 31, 1983, the transfer of all title to, and property in, all of the Equipment under the CSA to the Railroad in accordance with Article 5 of the CSA.

5. The Assignee and the Railroad hereby agree that the security interest filed with the Interstate Commerce Commission under 49 USC § 11303 (formerly Section 20c of the Interstate Commerce Commission) in favor of the Assignee as assignee for the Builder under the CSA and Agreement and Assignment should be released, terminated and fully discharged of record, and that any and all other filings and recordings evidencing or imposing any lien, encumbrance or security interest in favor of the Assignee as aforesaid should be also released, terminated and fully discharged.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the date first above written.

ATTEST

COMMERCIAL NATIONAL BANK OF PEORIA  
as Assignee

*Wm. D. Regias* By *John E. Wedman*  
Title: *Vice Pres.* Title: *Vice Pres.*

ATTEST

TOLEDO, PEORIA & WESTERN RAILROAD  
COMPANY

*James F. Henderson* BY *Arthur Polich*  
Title: *General Attorney* Title: VICE PRESIDENT & CHIEF ENGINEER



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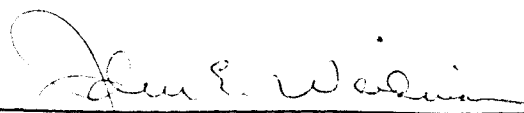
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COMMERCIAL NATIONAL BANK OF PEORIA,  
As Assignee

By

Title:

  
Vice Pres.